

SOURCE	<i>Liberal</i>		
EFF.	91	04	01
TERM.	93	03	31
No. OF EMPLOYEES	33		
NOM. RE D'EMPLOYÉS	<i>33</i>		

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KINGSTON

and

THE ONTARIO NURSES' ASSOCIATION

APRIL 1, ~~1990~~1991 TO MARCH 31, ~~1991~~1993

FEB 28 1994

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CURRENT	APR 1/91	% INC	OCT 1/91	% INC	APR 1/92	% INC	
16.81	\$16.81	0.00%	\$16.81	0.00%	\$16.81	0.00%	1
17.71	\$17.71	0.00%	\$17.71	0.00%	\$17.71	0.00%	2
17.98	\$18.10	0.67%	\$18.10	0.00%	\$18.46	1.99%	3
18.31	\$18.97	3.60%	\$18.97	0.00%	\$19.49	2.74%	4
18.76	\$19.74	5.22%	\$20.00	1.32%	\$20.51	2.55%	5
19.13	\$20.51	7.21%	\$20.77	1.27%	\$21.54	3.71%	6
19.55	\$21.28	8.85%	\$21.54	1.22%	\$22.82	5.94%	7
20.01	\$22.05	10.19%	\$22.56	2.31%	\$24.10	6.83%	8
20.31	\$22.82	12.36%	\$23.59	3.37%	\$25.38	7.59%	9
20.62	\$23.59	14.40%	\$24.62	4.37%	\$26.67	8.33%	10

ARTICLE 1 - PURPOSE

1.01 The general purpose of this agreement is to establish and maintain mutually satisfactory employment relations between the Corporation and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. It is recognized that nurses wish to work cooperatively with the Employer to provide the best possible health care services.

ARTICLE 2 - (AND ARTICLE 1 ON

2.01 The Corporation recognizes the Association as the exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity at Rideaucrest Home For The Aged, at Kingston, save and except the Director of Nursing Services and persons above the rank of Director of Nursing Services.

2.02 All references to officers, representatives, and committee members of the Association shall be deemed to mean officers, representatives, and committee members of the Association's duly chartered local. All correspondence sent by the Corporation to the Association shall be sent to such chartered local. Dues will be sent to the Ontario Nurses' Association in care of the business office.

2.03 The Corporation will recognize a committee of Association representatives that shall be appointed or selected outside working hours. This committee shall be composed of not more than three (3) Association members, Meetings of this committee shall be held at the request of either party and will be held at least once every three (3) months. The functions of this committee shall be as follows:

- (a) To negotiate renewal agreements with the Employer.
- (b) To discuss matters arising out of the interpretation or administration of this agreement,
- (c) To be responsible for the handling of all grievances and to assist nurses in the preparation of any complaints or grievances that may arise.
- (d) To discuss matters relating to general efficiency and, in particular, matters relating to improved levels of resident nursing care.
- (e) To deal with Professional Responsibility Complaints.

2.04 The Employer shall recognize nurse representatives to be appointed or elected by the Association.

2.05 The Association committees shall have the right to have the assistance of representatives or consultants from outside the employ of the Employer.

2.06 The Association will provide the Employer with the names of its officers, committee members, and nurse representatives. This list will be revised when changes occur.

2.07 The Employer has established a Health and Safety Committee pursuant to the requirements of the Occupational Health and Safety Act. This Committee shall have a minimum of one representative selected or appointed by the Association. The minutes of such Committee shall be circulated to members of the Committee.

2.08 Professional Responsibility

In the event that the Corporation assigns a number of patients or a workload to an individual nurse or group of nurses such that she or they have cause to believe that she or they are being asked to perform more work than is consistent with proper patient care, she or they shall:

(a) (i) Complain in writing to the Nurse-Management Committee within fifteen (15) calendar days of the alleged improper assignment. The chairman of the Nurse-Management Committee shall convene a meeting of the Nurse-Management Committee within ten (10) calendar days of the filing of the complaint. The Committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

(ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Nurse-Management Committee, the complaint shall be forwarded to an independent Assessment Committee composed of three (3) Registered Nurses; one chosen by the Ontario Nurses' Association, one chosen by the Corporation and one chosen from a panel of independent Registered Nurses who are well respected within the profession. The member of the Committee chosen from the panel of independent Registered Nurses shall act as chairperson.

iii) The Assessment Committee shall set a date to conduct a hearing into the complaint within fourteen (14) calendar days of its appointment

and shall be empowered to investigate as is necessary and make what findings as are appropriate in the circumstances, The Assessment Committee shall report its findings and recommendations, in writing, to the parties within thirty (30) calendar days following completion of its hearing.

- (b) (i) The list of Chairpersons - Assessment Committee is attached to and forms part of this Agreement as Appendix B.

The name to be provided will be the first name on the list of Chairpersons who has not been previously assigned. When the last name on the list has been reached, the first name of the list will be the next approached, and so on in rotation.

Should the Chairperson who is scheduled to serve, decline when requested, the next person on the list will be approached to act as Chairperson.

- (ii) Each party will bear the cost of its own nominee and will share equally the fee of the Chairperson and whatever other expenses are incurred by the Assessment Committee in the performance of its responsibilities as set out herein.

ARTICLE 3 - NO DISCRIMINATION

3.01 There shall be no discrimination on the part of the Employer or the Association by reason of race, creed, colour, marital status, sex, nationality, ancestry, place of origin, residence, age, political affiliation, or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination, or other terms of employment.

3.02 The Corporation and the Association agree that there shall be no discrimination against any nurse. Neither party to this agreement nor representatives of the parties shall discriminate against any nurse because of the nurse's participation in the Association.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Association agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations' Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Association acknowledges that it is the exclusive function of the Corporation to:
- (a) Maintain order, discipline, and efficiency.
 - (b) Hire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or, otherwise discipline any employee, provided that a claim of discriminatory promotion, demotion, or transfer or a claim that any such employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with, as provided herein.
 - (c) Generally, to manage the operation and undertakings of the Corporation for the efficient or economical carrying out of the operations and undertakings of the Corporation.
 - (d) Introduce new practices or services to expand, reduce, eliminate, change, or modify present services and practices.

ARTICLE 6 - ASSOCIATION SECURITY

- 6.01 The Corporation will deduct each month from the pay due to each nurse who is covered by this agreement, a sum equal to the regular monthly Association dues of each nurse. The Association shall notify the Corporation in writing of the amount of such dues no more often than semi-annually. The Corporation will send to the Association once each month its cheque for the dues so deducted under this clause along with a list of names of the nurses and the amount of said deductions for each nurse.
- 6.02 The Association shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.
- 6.03 Prior to effecting any changes in the Employer's policy or rules that would affect nurses covered by this agreement, the Employer shall first discuss such proposed changes with the Association.

6.04

The Employer shall pay officers, committee members, and nurse representatives their respective salaries for all scheduled time spent investigating and/or processing grievances, negotiating renewal of this agreement, and while attending meetings with the Employer, up to and including arbitration. It is understood that the Employer will only pay three people.

ARTICLE 7 - JOB SECURITY

- 7.01 The Corporation will undertake to use every reasonable means to give employees in the Bargaining Unit job security. This undertaking shall not, however, be construed as a guarantee by the Corporation to provide steady employment to each employee currently on the payroll.
- 7.02 The Director of Nursing shall not perform duties normally performed by nurses in the bargaining unit which shall directly cause or result in a lay-off, loss of seniority, or services or reduction of benefits to nurses in the bargaining unit.
- 7.03 The Employer shall not contract out any work usually performed by members of this bargaining unit if such contracting out results in a lay-off of any employees other than casual nurses or a reduction in the normal hours of work of all nurses presently employed. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry nurses for single shift coverage of vacancies due to illness or leaves of absence, when bargaining unit nurses are not available.
- 7.04 In order to protect the standard of nursing care, the Employer agrees that no one outside of the bargaining unit shall perform work normally performed by members of the bargaining unit except for the purposes of instruction or experimentation or in the event of an emergency or work normally performed by employees outside the bargaining unit. This provision shall be effective as at April 1, 1991.

ARTICLE 8 - DEFINITIONS

- 8.01 (a) A full time nurse is a nurse who normally works ten (10) shifts of duty in a two (2) week pay period.
- (b) A part-time nurse is a nurse who normally works less than ten (10) shifts of duty in a two (2) week pay period. 2

- (c) A casual nurse is a nurse who is not pre-scheduled. Casual nurses are only to be called after current part time nurses have been offered the extra shifts. Casual nurses shall not be covered by the following provisions of the collective agreement:

Article 10.01 (2) - Scheduling
Article 11.05 - Sunday Work

- 8.02 A registered nurse is defined as a person who is registered by the College Of Nurses of Ontario, in accordance with the Health Disciplines' Act, 1974. A registered nurse is required to present to the Director of Nursing Services by February 15 of each year her current registration certificate.
- 8.03 A graduate nurse in the employ of the Home, upon presenting proof of current registration by the College of Nurses of Ontario, shall be given the salary of the Registered Staff Nurse, as provided in the appropriate appendix attached, retroactive to the date of successfully passing the registration examination or to the date of last hire, whichever is later. A graduate nurse will be allowed two (2) years to complete her registration with the College of Nurses. Failure to comply may result in dismissal without recourse to grievance.

ARTICLE 9 - HOURS OF WORK

- 9.01 The normal daily shift shall be composed of seven and one-half (7-1/2) hours per day excluding a one-half (1/2) hour lunch break.
- 9.02 Meal time of one-half (1/2) hour shall be scheduled away from the floor during a nurse's shift whether day, evening, or night. When there is only one registered nurse on a shift, it is recognized that this is not possible; therefore, such nurses shall be compensated at overtime rates for their meal period. Should a nurse be recalled to duty during mealtime, additional time shall be provided later in the shift.
- 9.03 A rest period of fifteen (15) minutes shall be granted during each half- (1/2) shift. Nurses will have the option of taking one (1) rest period of thirty (30) minutes per shift.
- 9.04 The normal shift of the Staff Development Coordinator shall be composed of seven (7) hours per day, exclusive of a one (1) hour lunch break for a total of thirty-five (35) hours per week. A rest period of fifteen (15) minutes shall be granted during each half (1/2) shift.

ARTICLE 10 - SCHEDULING REGULATIONS

- 10.01 (1) The Employer shall schedule one (1) weekend off in two (2) for full time nurses, but, if the full-time nurse is required to work on a second (2nd) or subsequent consecutive weekend of duty, she shall be paid at the rate of time and one-half (1-1/2) her regular salary for the hours involved, save and except when:
- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurses, or
 - (b) Such nurse has requested weekend work, or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- (2) The Employer shall endeavour to schedule one (1) weekend off in two (2) for part-time nurses, but if the part-time nurse is required to work on a third (3rd) or subsequent consecutive weekend of duty, she shall be paid at the regular rate of time and one-half (1-1/2) her regular salary for the hours involved, save and except when:
- (a) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
 - (b) Such nurse has requested weekend work, or
 - (c) Such weekend is worked as the result of an exchange of shifts with another nurse.
- 10.02 (a) The Employer will schedule days off for full-time nurses on the basis of two (2) at each time and to so arrange schedules that no nurse will work for more than seven (7) consecutive days without two (2) days off.
- (b) If a nurse is required to work on an eighth (8th) subsequent and consecutive tour, then such nurse shall be paid time and one-half for each tour so worked until a day off is scheduled,
- 10.03 1. Tours of duty schedules shall be posted four (4) weeks in advance and shall cover a six (6) week period.
2. The Director of Nursing or delegate shall endeavour to accommodate requests by nurses for specific time off i.e. stat holidays, vacation and lieu time.

3. Requests for changes in the regular posted schedule must be arranged by the nurse making the request and be put in writing and co-signed by the nurse willing to exchange the shifts. Requests must be approved by the Director of Nursing or delegate.

~~10.04 A nurse is entitled to weekends off, as set out in Section 10.01. Should a nurse be required to work on such days off, he/she shall be paid overtime rates, as specified in Section 11.01, for that weekend and every successive weekend worked until a weekend off is scheduled.~~

10.05 These scheduling regulations may be waived between December 15 and January 15, in order that all nurses not normally scheduled to work Monday to Friday, will receive five (5) consecutive days off, (if requested) or more at Christmas or New Year's. Schedules for this period shall be posted at least four (4) weeks in advance.

It is expected that nurses will alternate working Christmas and New Years. Where a dispute arises, a nurse shall work the opposite from last year.

Time off at Christmas shall include December 24th, 25th and 26th if requested. Time off at New Years shall include December 31st and January 1st, if requested. No Nurse shall have both Christmas and New Years off unless all Nurses have at least Christmas or New Years off.

10.06 Should a part-time nurse be called in to work with less than two (2) hours' notice prior to commencement of a shift and arrive one (1) hour after beginning of such shift, she shall receive full payment for the tour.

10.07 A part-time nurse scheduled to work and then informed that she is not required for duty will receive three (3) hours' pay at basic rate, if informed on the day prior to the scheduled day, and four (4) hours' pay at basic rate, if informed on the scheduled day.

10.08 The Employer agrees not to change the tour of duty of any nurse without prior notification. The Employer will not schedule extra shifts to the posted time schedule of part time nurses without first checking with the nurse as to his/her availability.

10.09 The Employer agrees that when a part time nurse is scheduled to work on Saturday and Sunday, the part time nurse will also be scheduled to work any paid holiday which occurs on the conjunctive Friday and Monday when it is available to be worked,

10.09 The Employer shall not revise existing schedules for nurses without consulting the Association and seeking its

input at least six (6) weeks in advance of the implementation of the revised schedule.

ARTICLE 11 - OVERTIME

- 11.01 All time worked in excess of the normal shift and/or in excess of thirty-seven and one-half (37-1/2) hours per week shall be considered as overtime and shall be paid for at one and one-half times (1-1/2) the regular rate for each hour of overtime, subject to the following conditions:
- (a) The nurse is directed by her Department Head or the Supervisor designated by him to work overtime.
 - (b) Time of less than one-quarter (1/4) hour will not be counted. Time of at least one quarter (1/4) hour will be counted as one-half (1/2) hour.
 - (c) By mutual agreement, a nurse who works overtime may be granted equivalent time off within the same calendar year and at a time that will not interfere with the efficiency of the Home.
 - (d) When a tour schedule is changed without twenty-four (24) hours' notice, the nurse shall be paid at the premium rate of time and one-half (1-1/2) for the first (1st) tour of the new schedule.
- 11.02 When a full-time nurse works on her days off, such nurse shall be compensated at the rate of time and one-half (1-1/2).
- 11.03 If a nurse leaves or reports for work when no public transportation is available, the Corporation will provide and pay for safe transportation to and/or from her place of residence.
- 11.04 When a nurse who ordinarily travels from her place of employ to her place of residence by means of public transportation and, following the completion of her tour of duty, is required to work overtime past the time when normal public transportation is available, the Corporation will provide and pay for safe transportation to her place of residence.
- 11.05 All overtime and/or time normally paid at the rate of time and one-half (1-1/2) will be paid double time (2x) on Sundays.
- 11.06 Where less than twenty-four (24) hours notice of cancellation is given personally to the part time nurse, time and one-half (1-1/2) of the nurse's regular straight time hourly rate will be paid for all hours worked on the

first shift of his/her new schedule, Such changes shall not be considered a lay-off,

- 11.07 A part-time nurse who reports for work as scheduled shall receive a minimum of four (4) hours pay,

ARTICLE 12 - STANDBY

- 12.01 Standby refers to a nurse who agrees to be available for a period not to exceed eight (8) hours in her time off duty.

A nurse shall be paid at the rate of Two Dollars and Ten Cents (\$2.10) per hour of standby.

When a Registered Nursing Assistant is in charge, a Registered Nurse will be on standby at all times,

ARTICLE 13 - CALL-IN

- 13.01 (a) When a full-time nurse is called to work and reports to work outside of his/her regular hours, he/she shall be compensated at time and one-half (1-1/2) the straight rate from the time he/she is called, with a minimum of four (4) hours' pay at time and one-half (1-1/2). This may be compensated in cash or by equivalent time off at the option of the nurse.
- (b) When a part-time nurse is called to work and reports after having worked a full shift, he/she shall be compensated at time and one-half (1-1/2) the straight time rate from the time he/she is called, with a minimum guarantee of four (4) hours' pay at time and one-half (1-1/2).

ARTICLE 14 - STAFFING

- 14.01 The Employer agrees to keep the Home properly staffed at all times. When a nurse who is regularly scheduled to work is unable to be present for any reason, the Employer shall call in a replacement. The Staff Development Co-ordinator position is to be filled within four to six weeks.

- 14.02 For purposes of call-in scheduling, a seniority list for part-time nurses shall be posted every two weeks.

ARTICLE 15 - SENIORITY

- 15.01 In cases when performance, experience, ability, health,

and qualifications are approximately equal, seniority shall be the deciding factor when decisions are made with regard to promotion, transfer, layoff, recall or job posting.

15.02

- (1) For all provisions of this agreement, seniority shall commence and accumulate from the nurse's most recent date of hire.
- (2) A seniority list showing each full-time and part-time nurse's name and professional category shall be posted on a bulletin board in a conspicuous place on the premises of Rideaucrest Home For The Aged and shall be revised every January. Complaints concerning the accuracy of such lists will be considered within fifteen (15) days of posting and, if no complaint is received within that time, such lists shall be presumed to be accurate. A copy of such lists will be sent to the Association at the time of posting.
- (3) Following the probationary period, the nurse's name will be placed on the seniority list and her seniority shall date back to the most recent date of hiring.
- (4) All new nurses shall, before commencing employment with the Corporation, provide a medical certificate, signed by a legally qualified medical practitioner of the Province of Ontario, certifying that the nurse is free from active tuberculosis, enteric pathogenic organisms, or other communicable or contagious disease.
- (5) Seniority shall be retained and accumulated when a nurse is absent from work under the following circumstances:
 - (a) Approved leave of absence with or without pay,
 - (b) When in receipt of Workers' Compensation payments.
 - (c) For a period of up to twenty-eight (28) months from the commencement of a period of absence due to illness or disability.
 - (d) Lay-off for a period of up to one (1) year if full time or up to six (6) months if part time.
- (6) Seniority shall be lost and employment terminated when a full-time or part-time nurse is absent from work under the following circumstances:
 - (a) Resignation,

- (b) Discharged and not reinstated.
- (c) Without approved leave of absence for a period of five (5) consecutive work days without valid reason acceptable to the Director of Nursing Services.
- (d) Failure to report to their supervisor within a reasonable time, without valid reason, absence from work on account of illness.
- (e) The nurse is laid off for a period of longer than one (1) year if a full-time nurse or for a period of longer than six (6) months if a part-time nurse.
- (f) Failure to return to work within five (5) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the nurse to keep the Employer informed of his/her current address.
- (g) For a period in excess of twenty-eight (28) months from the commencement of a period of absence due to illness or disability, or occupational injury for which the worker is in receipt of Workers' Compensation payments unless examined and reported by a legally qualified physician acceptable to the Employer, that the employee will be able to return to work within three (3) months of the examination.

15.03

A new employed full-time nurse shall be considered probationary for the first (1st) sixty (60) shifts worked. With the written consent of the Employer and nurse, such probationary period may be extended for three (3) months. The Association will be so notified,

A new employed part-time nurse shall be considered probationary for the first (1st) sixty (60) shifts or six (6) months, whichever comes first. It is further agreed that part-time nurses must work a minimum of thirty (30) shifts.

With the written consent of the Employer and the nurse, such probationary period may be extended for three (3) months, The Association will be so notified.

No grievances shall be submitted under this agreement concerning the termination of employment, discipline, or layoff of a probationary nurse.

15.04 A part-time nurse shall accumulate seniority on the basis of one (1) year for each fifteen hundred (1500) hours worked.

15.05 A part time nurse who transfers to full time status and vice-versa, retains his/her seniority and service and is eligible for benefits such as vacation entitlement, short-term disability payments and placement on the salary grid in accordance with his/her seniority and service.

ARTICLE 16 - SALARIES AND RELATED BENEFITS

16.01 (a) Salaries of all nurses holding positions covered by this agreement shall be determined in accordance with their classification and Appendix "A", as attached hereto and forming part of this agreement.

(b) A nurse who is promoted to a higher rated classification within the Bargaining Unit will be placed on the grid of the higher rated classification, in order that she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of her previous classification, provided that it does not exceed the salary range of the classification to which she has been promoted.

(c) A part-time nurse shall advance to the next increment on the salary scale immediately upon completion of each fifteen hundred (1500) paid hours in the employ of the Corporation.

A full-time nurse shall advance to the next increment on the first (1st) day of each year.

(d) Shift Differential

Any nurse who works within the hours defined as evening or night shift on a permanent or rotating basis shall receive a shift differential of Fifty-Five Cents (\$.55) per hour for hours worked between 1500 hours and 2300 hours and between 2300 hours and 0700 hours,

(e) Weekend Premium

Effective April 1, 1990, a nurse shall be paid a weekend premium of Forty-Five cents (\$.45) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday.

If a nurse is receiving premium pay under Article

10.01 with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

(f) Responsibility Allowance

(i) A nurse who is assigned the responsibility of relieving the Director of Nursing Services shall receive a responsibility allowance of ~~Seven Dollars (\$7.00)~~ Nine Dollars (\$9.00) per shift.

(ii) Effective April 1, ~~1988~~ 1991, when a nurse is assigned the responsibility of Nurse in Charge of the building on any shift, he/she shall be paid ~~Six Dollars (\$6.00)~~ Eight Dollars (\$8.00) per shift, in addition to his/her regular salary and tour differential. It is understood that the building shall have a nurse so assigned at all times.

Nurses will receive orientation to the Charge Nurse role closer to the time that they may be assigned to work it, rather than during the initial orientation period. Should a change be required to the Charge Nurse designation, due to absence, the reassignment of Charge Nurse will be offered to the Senior Registered Nurse on duty.

iii) It is understood that when the Unit Supervisor is absent a Nurse shall be assigned and paid responsibility allowance in the amount of ~~Five Dollars and Ten Cents (\$5.10)~~ Seven Dollars and Ten Cents (\$7.10) per shift.

16.02 The Corporation will notify nurses of their annual salary and classification. In the event of the Corporation altering the classification or establishing a new classification for any nurse holding a position covered by this agreement, the Corporation will notify the Association of the proposed salary rate and classification therefor. The Department Head or Supervisor will discuss with and notify the Association and the nurse concerned of any proposed change in a nurse's job description in the event of a proposed change in job duties.

16.03 If, in the opinion of the Association, such proposed classification appears to be unfair in relation to other jobs evaluated under the Corporation's Job Evaluation Manual or when a nurse believes that she is improperly classified, the same may be treated as a grievance and dealt with as such. If the Corporation establishes a new classification for any nurse covered by this agreement,

Appendix "A" hereto annexed shall be amended accordingly.

16.04 All full-time nurses with six (6) months' service shall take Group Life Insurance on the basis of two times (2X) annual salary.

The Corporation will contribute One Hundred Percent (100%) of the monthly premium cost of Group Life Insurance.

Group Life Insurance will be conditional upon requirements of insuring company for all existing full-time nurses in the Bargaining Unit and mandatory for all future full-time nurses after six (6) months of full time service.

No medical examination shall be required for Group Life Insurance.

A nurse who has joined the plan before the age of sixty-five (65) and who has reached the age of sixty-five (65) shall have the right within thirty-one (31) days to convert her Group Life Insurance to individual insurance at her OWN expense without a medical examination. This right shall also apply to a nurse who is a member of the plan and leaves the employment of the Corporation.

16.05 The Corporation will contribute One Hundred Percent (100%) of the monthly premium cost of the Ontario Health Insurance Plan and the Blue Cross Hospital Supplementary Semi-Private coverage for each full-time nurse who is a subscriber and all eligible dependents.

16.06 The Corporation will contribute One Hundred Percent (100%) of the monthly premium cost of the Blue Cross Extended Health Care Plan, with a Ten/Twenty (10/20) deductible for each full-time nurse who is a subscriber and all eligible dependents.

Effective ~~April 1, 1990~~ January 20th, 1993, the Extended Health Care Plan will include vision care which will provide coverage of ~~One Hundred and Twenty dollars (\$120.00)~~ One Hundred and Fifty Dollars (\$150.00) every twenty-four (24) months for each person covered by the plan.

16.07 O.M.E.R.S. - Basic Plan

Every full-time nurse shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System.

16.08 O.M.E.R.S. - Supplementary - Type II

The Corporation agrees to enter into a Supplementary,

Type II, Two Percent, Pension Plan with the Ontario Municipal Employees Retirement Board covering full-time nurses.

This plan will increase the basic Ontario Municipal Employees Retirement System Pension Plan for service prior to December 31, 1974, integrated with the Canada Pension Plan.

The Corporation agrees to contribute One Hundred Percent (100%) of the cost and will provide the Association with a copy of the agreement between the Corporation and the Ontario Municipal Employees Retirement Board.

16.09 Nurses shall retire from the employment of the Corporation at the end of the month following the month in which their sixty-fifth (65th) birthday occurs.

16.10 Death Of An Employee

If an employee dies while in the employ of the Employer, his/her Estate or Beneficiary shall be provided with a cheque in the amount of five thousand dollars (\$5000) within forty-eight (48) hours of the Employer being advised of such death. This five thousand dollar (\$5000) payment shall be deducted from the employee's group life insurance coverage which is detailed in Article 16.04. This payment shall be made to the employee's Estate or Beneficiary upon the filing of a satisfactory release with the City Treasurer.

16.11 It is mutually agreed that any and all accrued premium rate reductions realized by the Corporation during the term of this agreement (five/twelfths (5/12ths) rebate) will be applied to all benefits in this article.

16.12 Part-time nurses shall receive Fourteen Percent (14%) in lieu of fringe benefits. Part-time nurses hired prior to January 1, 1980, shall have the option to convert to the percentage in lieu, as of January 1, 1980.

16.13 Dental Plan

The Employer agrees to contribute, on behalf of each eligible employee covered by the collective agreement, ~~66-2/3 percent~~ 75% of the billed premium under the Blue Cross No. 9 Dental Plan or its equivalent based on the current prior year O.D.A. Fee Schedule, ~~as that schedule is amended during the life of this agreement.~~

16.14 Long Term Disability Plan

Effective January 20, 1993, the Employer shall provide a Long Term Disability Plan covering eligible full time nurses that provides ~~66-2/3~~ 75% of a nurse's salary after

17 weeks (or 119 days). The long term disability entitlement shall be as per the insurance policy between the Employer and the Insurer, but shall include an annual increase in benefits of the lower of 4% and the percentage change in the Consumer Price Index. Normal pregnancy, self-inflicted injuries, war, riot and insurrection exclude a nurse to benefit entitlement, The premiums of a LTD plan will be paid 100% by the Employer.

~~While in receipt of long term disability benefits through the Employer's Group Insurance program, the nurse shall pay the premiums required for the claimant's personal or family OHIP, semi-private hospital, extended medical and dental benefits. The Employer will keep the nurses' benefits whole excepting those that provide a waiver while in receipt of long term disability benefits through the Employer's group insurance program. The claimant shall apply for the waiver of premium benefit in the group life insurance policy.~~

Sick leave payout will be in accordance with Article 20.02.

In the event of a dispute between the Insurance carrier and the nurse, the Employer will use its best efforts on behalf of the nurse.

16.15 Previous Experience

Nurses shall receive credit for previous related experience on the basis on one annual increment for each two years of experience or its equivalent up to Level 6 of the salary schedule which is the rate attainable at 60 months of service.

~~Currently employed nurses who were eligible to claim credit under the formula of one increment every two years of experience may make a claim under the present provision and will have their position on the salary grid adjusted effective April 1, 1991 to a maximum of Level 6 (5th year increment).~~

ARTICLE 17 - PAID STATUTORY HOLIDAYS

17.01 Nurses shall receive the following holidays with pay:

New Year's Day (January 1)	Civic Holiday
*Third Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day (Nov. 11)
Victoria Day	Christmas Day (Dec. 25)
Dominion Canada Day	Boxing Day (Dec. 26)

*If the Federal Government declares another Statutory Holiday, then such date shall be a holiday and the third

(3rd) Monday in February shall be deleted-

In order to qualify for the above holidays, the nurse must work her full scheduled shift on each of the calendar days immediately preceding and immediately following the holiday concerned or, prior to reporting for duty following illness, produce a medical certification of sickness.

17.02 Holiday Payment For Full Time Nurses

- (a) Nurses shall be paid time and one-half (1-1/2) for work performed on the above holidays and, in addition, shall be entitled to one (1) day off with pay.
- (b) When any of the above mentioned paid holidays fall on any nurse's regular day off, the nurse shall be given another day off with pay,
- (c) When a holiday falls during a scheduled vacation period, an additional day off with pay will be granted.
- (d) Any day in lieu of a paid holiday in this article will be at a mutually agreeable time.
- (e) It is understood that Unit Supervisors may elect to work a statutory holiday and take a lieu day as provided for in Article 17.02 (d) above. It is understood that no more than one supervisor may work on any one stat holiday.

17.03 Holiday Payment For Part-Time Nurses

Part-time nurses required to work on any of the above holidays will receive Two Hundred and Fifty Per Cent (250%) of their regular daily rate for the day.

17.04 A tour that begins or ends during the 24-hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

17.05 Statutory Paid Holidays

Part time nurses not required to work, will receive a day's pay for any of the above holidays for which she meets the following conditions:

- (a) She has been employed for at least three months:
- (b) She has worked on at least twelve days during the four weeks immediately preceding the holiday:

- (c) She has worked her regular scheduled day of work immediately preceding the holiday;
- (d) She has not refused to work the holiday after agreeing to do so.

ARTICLE 18 - VACATIONS

- 18.01 During the first (1st) vacation year (July 1 to June 30) in which a nurse is employed on a full-time or a part-time basis, she shall be entitled to vacation with pay at the current prevailing salary on a pro rata basis, in accordance with Section 18.02.
- 18.02 On completion of one (1) year's continuous service as at June 30 and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to fifteen (15) days' vacation with pay at the current prevailing salary.
- 18.03 During the calendar year in which a nurse completes three (3) years of continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to twenty (20) days' vacation with pay at the current prevailing salary.
- 18.04 During the calendar year in which a nurse completes fifteen (15) years of continuous service and in each subsequent year in which a nurse is employed on a full-time regular basis, she shall be entitled to twenty-five (25) days vacation with pay at the current prevailing salary.
- 18.05
 - (a) The Director of Nursing Services will allow nurses to exercise their choice in selecting their vacation period, subject to the right of the Director of Nursing Services to require nurses to select dates that do not interfere with efficiency at the Home. ~~and provided that the vacation selection is made by March 31 of each year by the nurse.~~ If there is a dispute regarding vacation selection, seniority governs.
 - (b) In order to allow all nurses to receive time off at either Christmas or New Years, no annual vacations or time owing shall be scheduled between December 15 and January 15, except in cases of special circumstances and providing that staffing is available, the Employer will allow at least one nurse at a time to be off.
 - (c) A nurse may not schedule more than two (2) weeks' vacation during the period June 15 to September 15 inclusive until all nurses who so request have been

scheduled for vacation during this period.

- 18.06 At least five (5) consecutive days' vacation shall be taken in the calendar year in which it is due, Nurses may carry over not more than ten (10) days' vacation to the following year, provided that a request for the carry over is made in writing to the Director of Nursing Services by November 1 of the current year.
- 18.07 A nurse who leaves the Corporation's service shall be entitled to pay for any vacation earned, If a nurse dies, the Estate or Beneficiary, upon the filing of a satisfactory release to the City Treasurer, shall be paid for any vacation earned by the nurse.
- 18.08 Vacation periods shall consist of the regular periods the nurse would have worked, if she had been on duty, and any holidays observed in her department of service that occur during her vacation period shall not be counted as vacation pay.
- 18.09 Vacation pay for part-time nurses shall be based on applicable percentage of gross earnings in the current year as follows:
- | | |
|----------------------------|----------------------|
| Less than Three (3) years | - Six percent (6%) |
| Three (3) years or more | - Eight percent (8%) |
| Fifteen (15) years or more | - Ten percent (10%) |
- 18.10 For the purposes of vacation entitlement, service shall mean combined service in both the full-time and part-time ~~bargaining units~~ categories. For the purposes of this clause, two hundred (200) paid tours of part-time service shall equal one (1) year of full-time service and vice versa.
- 18.11 ~~Vacation request lists will be posted on April 1 until April 30th.~~ Vacations schedules for June, July, August and September will be posted by May ~~30th~~15th.

ARTICLE 19 - SICK LEAVE

19.01 Short Term Disability Plan

Length of Service	Weeks of Salary at 100% 66-2/3%	
Less than 3 months	0	0
3 months but less than 6 months	0	17
6 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13

4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

Top Up from Sick Credits

Bank A or Bank B - Note: current sick leave credits are retained.

Waiting Period for Eligible Recipients

First day of disability

Recurrent Disability

Maximum 17 weeks for each unrelated injury or from first occurrence.

Layoff or Leave of Absence without Pay

Not entitled to benefits.

Benefit Reduction

The Short Term Income Protection Plan is designed to provide a level of income in the event of temporary disability. The weekly payments or total payment may be reduced by any other disability benefits to which the claimant may be eligible. These benefits include:

- 1) any salary continuance from any employer;
- 2) any other group insurance disability benefit;
- 3) any retirement benefits under any group plan;
- 4) benefits payable under the Workers' Compensation Act;
- 5) benefits payable under the Canada Pension Plan;
- 6) any combination of the above benefits;
- 7) payments made by the Corporation covering part time earnings resulting from part time work or part time earnings resulting from any outside source.

Changes to the Workers' Compensation Board (WCB) of Ontario now determine that benefits are based on 90% of the claimant's net salary. Therefore, there may be no top-up required. It is the practice of the Corporation to accumulate seniority while

receiving WCB benefits. The Employer is in agreement to pay the contract specified premiums for benefits to claimants on WCB benefits.

Medical Certificate

Required after three (3) consecutive working days and within seven (7) days.

Benefit Entitlement

Excludes pregnancy and disabilities related to self inflicted injuries, war, riot and insurrection.

19.02 The Department Head shall authorize sick leave pay for the full-time nurses in their respective departments on the following basis:

(a) Full-time nurses shall receive sick pay as per the schedule contained in Article 19.01, for time lost owing to illness, exposure to a contagious disease, for which the full-time nurse has been quarantined by the Medical Officer of Health, or injury to the full extent of their S.T.D. entitlements except when an award is made under the Workers' Compensation Act.

(b) When a full-time nurse is absent owing to incapacity and an award has been made by the Workers' Compensation Board, the full-time nurse shall receive the difference between her salary or rate of pay and the rate payable under such award to the extent of her sick leave entitlement.

19.03 Holidays observed by the service in which she is employed shall not be deducted from the sick leave entitlement of a full-time nurse who is absent through illness on such days.

19.04 All part-time and full-time nurses who are absent for more than one (1) month must furnish immediately following each such period of absence a certificate from her physician stating the nature of her illness, the latest date of his attendance on the nurse, and the probable date on which the nurse will return to duty.

In addition, all part-time and full-time nurses who are absent for three (3) or more consecutive days because of gastrointestinal illness must have a stool examination for enteric pathogenic organisms and carried out prior to returning to work.

Upon written request, the Employer may request a medical certificate for each and every absence.

- 19.05 A full-time nurse who resigns or leaves the Corporation's service or is discharged and not reinstated through the grievance procedure and who is later reemployed shall be considered a new nurse.
- 19.06 Time off work for full time nurses shall be calculated on scheduled days of the work week rather than on a calendar year basis.
- 19.07 Any part of the annual vacation that may be due shall be allowed a full-time nurse who is absent owing to illness, if her S.T.D. entitlement is exhausted, and her S.T.D. pay will be interrupted, if necessary, in order that vacation pay be completed prior to the end of the calendar year.
- 19.08 Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next period.
- 19.09 The Corporation shall maintain a record of the sick pay credits of each full-time nurse and a list shall be posted annually on the bulletin boards at Rideaucrest Home For The Aged showing the amount in each nurse's Bank A.
- 19.10 Rideaucrest Home For The Aged nurses shall notify the Department whenever possible at least two (2) hours in advance of the start of the shift, if unable to work due to illness.
- 19.11 Before returning to work, the nurse will give notice to the nurse in charge of the Home, except in circumstances beyond her control, as follows:
- (a) Nurses who are off sick for one (1) day on the day shift will notify the nurse in charge of the Home of their intentions to return to duty no later than 8:00 p.m. on the day prior to their return to duty.
 - (b) Nurses who are off sick for one (1) shift when on the afternoon shift will notify the nurse in charge of the Home of their intentions to return to duty before 10:00 a.m.
 - (c) Nurses who are off sick for one (1) shift when on the night shift will notify the nurse in charge of the Home of their intentions to return to duty before 2:00 p.m.
 - (d) Nurses who are off sick more than one (1) day or off sick prior to the scheduled days off are to notify the nurse in charge of the Home of their intentions to return to duty, as soon as possible, and, in any case, no later than 2:00 p.m. on the day prior to

returning to duty,

ARTICLE 20 - SICK LEAVE ON TERMINATION

20.01 Each full-time nurse shall be entitled to receive on retirement or permanent disability full pay for one-half (1/2) the number of days standing to her credit as accumulated sick leave, provided that no full-time nurse shall receive pay for more than one-half (1/2) year's earnings at the rate received by her immediately prior to termination of employment,

20.02 On termination of employment, severance pay will be paid to full-time nurses out of sick leave credits on the following basis:

One-half (1/2) of the number of accumulated days of sick leave credits will be paid upon termination of employment after five (5) years of continuous service up to a maximum of one hundred and eighty (180) days. The calculation of continuous service shall be from the date of employment and the payout shall be calculated on the basis of one (1) day equalling one over two hundred and sixty (1/260) of current annual salary.

20.03 In the event of death, the Beneficiary of a full-time nurse shall be paid one-half (1/2) the number of days of accumulated sick leave, not to exceed one-half (1/2) year's earnings of the rate received by the nurse immediately prior to termination of employment.

Payment of the salary or wage referred to in this section shall be paid to the full-time nurse's Estate or Beneficiary, upon the filing of a satisfactory release with the City Treasurer.

ARTICLE 21 - BEREAVEMENT LEAVE AND OTHER LEAVE

21.01 Bereavement Leave

A nurse shall receive, without loss of pay, five (5) consecutive ~~working~~ days in the case of death of a parent, spouse or child,

A nurse shall receive, without loss of pay, three (3) consecutive ~~working~~ days in the case of death of a brother, sister, mother-in-law, father-in-law, grandparent, sister-in-law, brother-in-law, grandchild, son-in-law or daughter-in-law. It is understood that when any non working days occur within the period, the nurse will not receive pay for such non working days. This provision shall apply to part-time nurses only on the days s/he was scheduled to work,

- (c) The period of leave will be considered as continuous service for purpose of seniority and service.
- (d) Employees are not eligible for sick leave payments during the period of the leave.
- (e) The Employer will continue to make contributions for benefits premiums on behalf of the nurse.
- (f) On return to work, the nurse will be returned to his/her former position and shift rotation unless discontinued, in which case he/she will be given a comparable job.
- (g) Subject to the Employment Standards Act, the Employer may recover contributions for benefits made on behalf of a nurse who does not return to work following maternity leave.

22.02

Effective January 1, 1991, the employer agrees that a nurse who is on pregnancy leave as provided in this agreement and who is in receipt of Unemployment Insurance Commission maternity leave benefits shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period and receipt by the Director of Nursing of the nurse's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance maternity benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of fifteen (15) weeks.

22 03 Parental Leave

A nurse who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act.

Parenting leave to a maximum of eighteen (18) weeks shall be granted, without pay to a nurse who has completed thirteen (13) weeks or more of continuous service subject to the following:

- (a) Written request for [redacted] must be made at least two (2) weeks before the commencement of the leave and must include a statement by the nurse whether or not s/he intends to return to work following the leave.
- (b) The nurse shall confirm his/her intention to return to work at least four (4) weeks in advance of the

return date.

- (c) The period of leave will be considered as continuous service for purpose of seniority and service.
- (d) Employees are not eligible for sick leave payments during the period of the leave.
- (e) The Employer will continue to make contributions for benefits premiums on behalf of the nurse.
- (f) On return to work, the nurse will be returned to his/her former position and shift rotation unless discontinued, in which case he/she will be given a comparable job.

ARTICLE 23 - JURY AND WITNESS DUTY

- 23.01 If a nurse is required to serve as a juror in any court of law or required by subpoena to attend a court of law in connection with a case arising from her duties at the Home, she shall not lose **her** regular pay because of such attendance, provided that she:
- (a) Notifies the Home immediately upon her notification that she will be required to attend court,
 - (b) Presents proof of service requiring her attendance.
 - (c) Promptly repays the amount, other than expenses, paid to her for such services or attendance to the Home.

ARTICLE 24 - APPOINTMENTS, PROMOTIONS, AND LAYOFFS

- 24.01 Whenever appointments or promotions covered by this collective agreement are made, it being understood that annual salary increases are not promotions, the following procedure shall apply:
- 24.02 Notice of all job vacancies shall be posted for a period of seven (7) days, in order that all full-time and part-time nurses may have an opportunity to apply for the vacancy. The Corporation shall not advertise for additional nurses until present nurses have had a full opportunity to apply. The Association shall receive a copy of all postings.
- 24.03 In order to provide a continuity of service, the Corporation may make an appointment or promotion on a temporary basis, but such appointment or promotion shall not exceed two (2) weeks.
- 24.04 The successful applicant shall be placed on trial for a

period of two (2) months. Conditional on satisfactory service, promotion shall be confirmed after the period of two (2) months.

24.05 Should circumstances require reduction of nurses, the following procedure shall apply:

- (a) The Association's Committee shall be notified in advance of notice being sent to nurses. The Employer shall meet with the Association to discuss the layoff. Such discussions will include such items as reasons for the layoff, the service which the Employer will provide after the layoff, the method of implementing the layoff, the areas of cut back and the nurses to be laid off.
- (b) On the first layoff of a nurse, at least twenty (20) days' notice or the equivalent in pay in whole or in part shall be given.
- (c) Layoffs shall be in the reverse order of seniority, provided the nurse retained has the ability to perform the work available, and recall shall be in the order of seniority, subject to the nurse on recall having the ability to perform the work available.

24.06 When nurses are to be recalled by the Corporation, they shall be notified by Registered Mail to their last place of residence known to the Corporation and, if they fail to report within ten (10) working days after mailing of such notice, the Corporation shall be under no obligation to reemploy them.

24.07 (a) When a nurse is laid off under this article and jobs have been reopened within the Department, the nurse shall be called back, in accordance with Section 24.05 (c).

(b) All nurses who are on lay-off will be given job opportunity before any new nurse is hired.

24.08 Subject to the fringe benefits conditions in Appendix "A", all seniority, illness, vacation, and other credits obtained under this collective agreement shall be retained and transferred with the nurse, if she is promoted or reclassified to a higher position and when the reclassification is from full-time to part-time employment, credits shall apply on a prorated basis.

ARTICLE 25 - EMPLOYEE PERFORMANCE REVIEWS AND EMPLOYEE FILES

25.01 (a) Written evaluation shall be carried out and discussed with each nurse at the end of her

probationary period and once yearly. Each nurse shall receive a signed copy of every evaluation.

- (b) When, as a result of a formal review of an employee's performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign the review form in question to indicate that its contents have been read and explained. The employee shall have the opportunity to add her views to such evaluations prior to it being placed in her file.
- (c) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter. Disciplinary letters and documents will not be referred to or relied upon by the Employer after twenty-one (21) months. Every effort will be made to remove such letters and documents from employees' files after this time period.

ARTICLE 26 - GRIEVANCE PROCEDURE

- 26.01 Parties to this agreement believe that it is important to adjust complaints and grievances, as quickly as possible. Notwithstanding any provision contained in this article, any nurse and/or the Association may present a complaint of general application within fifteen (15) days from date of occurrence, without recourse of the formal written procedures herein described.
- 26.02 A nurse may lodge a complaint or grievance, if she feels that the Employer has acted contrary to this agreement, in regards to its interpretation, application, administration, or alleged violation or if she has been unfairly disciplined or discriminated against,
- 26.03 In all steps of this grievance and complaint procedure, an aggrieved nurse, if desired, may be accompanied or represented by her committee member or nurse representative.
- 26.04 The following procedures shall apply for handling complaints and grievances:

Step 1

A nurse shall lodge a verbal complaint with the Director of Nursing Services not later than five (5) working days following the occurrence of the event giving rise to the complaint. The Director of Nursing Services shall give

her verbal reply within five (5) working days of the receipt of the verbal complaint and, if the decision is unsatisfactory to the complainant, Step 2 may be followed within a further five (5) working days.

Step 2

Failing a satisfactory settlement under Step 1, the grievance shall be reduced to writing, dated and signed, and shall be presented to the Administrator of Rideaucrest Home For The Aged. Within five (5) working days after a grievance has been referred to him, the Administrator or his designated representative will meet with the Association Committee to discuss the grievance. Either party may have representatives or consultants attend this meeting.

A written reply to the grievance will be given within five (5) working days after this meeting is held. If such reply is not satisfactory to the nurse, the grievance may be referred to the Director of Human Resources at Step 3.

Step 3

Failing a satisfactory settlement under Step 2, the grievance shall be presented to the Director of Human Resources. Within ten (10) working days after a grievance has been referred to him, the Director or his designated representative will meet with the Association Committee to discuss the grievance. Either party may have representatives or consultants attend this meeting.

A written reply to the grievance will be given within ten (10) working days after this meeting is held. If such reply is not satisfactory to the nurse, the grievance may be referred to an Arbitration Board, or, upon mutual agreement, a single arbitrator.

26.05

Discharge

When an employee who has completed his probationary period is discharged, the Corporation will provide the written reasons for the dismissal with a copy to be forwarded to the Association. The Corporation will make every effort to inform the nurse in advance of her right to representation by the Association.

Should a grievance arise from such discharge, it shall proceed directly to Step 2 of the Grievance Procedure and must be presented in writing, dated and signed within five (5) working days following the discharge.

26.07

Time Limits

- (a) Time limits fixed in both complaints and grievance and arbitration procedures may be extended by the mutual consent of the parties in writing.
- (b) Saturday, Sunday, paid holidays, and grievor's vacation shall not be counted in determining the time in which any action is to be taken or completed in any steps of the complaints and grievance arbitration procedures.

26.08

Policy Grievance

This shall be defined as a grievance arising directly between the Employer and the Association concerning interpretation, application, and alleged violation of this agreement.

This grievance shall proceed directly to Step 2.

ARTICLE 27 - ARBITRATION

27.01

When a difference arises between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable or when an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board.

The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board.

The two (2) appointees so selected shall within fifteen (15) days of the appointment of the second (2nd) of them appoint a third (3rd) person who shall be the chairman.

If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within the time limit, the appointment shall be made by the Ontario Minister of Labour, upon the request of either party.

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or Employer affected by it. The decision of the majority is the decision of the arbitration board; but, if there is no majority, the decision of the chairman governs.

- 27.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 27.03 Each of the parties hereto will jointly bear the expense and fees of the chairman of the arbitration board and will pay all the fees and expenses of the nominee appointed,
- 27.04 The arbitration board shall not have any jurisdiction to alter or change any of the provisions of this agreement or to substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this agreement,

ARTICLE 28 - UNIFORM ALLOWANCE

- 28.01 ~~Effective April 1, 1991, the Employer agrees to provide an annual uniform allowance of One Hundred and Ten Dollars (\$110.00) One Hundred and Thirty Dollars (\$130.00) annually for all nurses which shall be increased effective April 1, 1992 to One Hundred and Forty Dollars (\$140.00).~~

ARTICLE 29 - MISCELLANEOUS

29.01 Bulletin Boards

The Employer shall provide bulletin boards for the use of the Association,

29.02 Copies Of The Agreement

A copy of this agreement in mutually suitable form will be issued by the Employer to each nurse now employed and as employed.

Costs will be shared by the Employer and the Association,

29.03 Orientation And Development

Nurses shall have an opportunity for professional growth through programs to assist the individual to function more effectively. In keeping with this principle:-

- (a) There shall be an orientation program for new nurses

for at least two (2) days.

- (b) Nurses shall be allowed a leave of absence with pay, in order to write the required examination on completion of a course of study relative to the profession.
- (c) Subject to the approval of the Director of Nursing Services or her designate, nurses shall be allowed to attend seminars relating to geriatric nursing and will be compensated at the normal daily rate, provided that the nurse was scheduled to work or was requested to attend on the nurse's day off.

29.04 Notice of Resignation

A nurse shall give at least four (4) calendar weeks written notice of resignation except in extenuating circumstances. Failure to give four (4) weeks written notice shall result in payment of vacation pay in accordance with the Employment Standards Act.

29.05 Whenever the feminine pronoun is used in this agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

29.06 The Employer undertakes to notify the Association in advance, so far as is practicable, of any technological changes which the Employer has decided to introduce and which will significantly affect the members of the bargaining unit. The Employer agrees to discuss the technological change in question at the request of the Association, and to consider practical proposals to minimize any major adverse affect on the members of the bargaining unit.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This agreement shall be in effect from April 1, 1990 ~~1991~~ to March 31, 1991 ~~1993~~.

ARTICLE 31 - NOTICE TO BARGAIN

31.01 This agreement shall remain in force until March 31, ~~1991~~1993. Thereafter, it shall renew itself automatically from year to year, unless written notification of intention to modify or terminate this agreement be given by one of the contracting parties to the other not more than ninety (90) days and not less than thirty (30) days before any automatic renewal.

Within thirty (30) days after a notice has been received,

the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modification.

ARTICLE 32 - RETROACTIVITY

32.01 Full wage increases for all compensated hours shall be retroactive to April 1, ~~1990~~¹⁹⁹¹ and all nurses who receive such payments from that date shall receive such retroactive amounts as appropriate.

For those no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increases by ordinary mail to the last place of residence listed in the Employer's records, with a copy of the notice to be sent to the Association. Only those former employees who apply within thirty (30) days of the date of mailing of the notice shall be entitled to receive money under this retroactivity provision.

All retroactivity will be paid not later than six (6) weeks following the signing of the Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hands of the respective proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF THE
CITY OF KINGSTON

ONTARIO NURSES' ASSOCIATION

APPENDIX "A" - SALARY SCHEDULE

FULL TIME NURSES

EFFECTIVE - APRIL 1, 1990/1991

GRADUATE NURSE

	<u>Annual</u>	<u>Hourly</u>
Start	31691	16.25
12 Month	33391	17.12
24 Month	3392734164	17.4017.52
36 Month	3455235802	17.7218.36
48 Month	3543937284	18.1719.12
60 Month	3615538766	18.5419.88
72 Month	3696740248	18.9620.64
84 Month	3786641730	19.4221.40
96 Month	3843443193	19.7122.15
108 Month	3901044636	20.0122.89

REGISTERED NURSE

Start	32786	16.81
12 Month	34531	17.71
24 Month	3507035295	17.9818.10
36 Month	3569836992	18.3118.97
48 Month	3659038493	18.7619.74
60 Month	3731139995	19.1320.51
72 Month	3812241496	19.5521.28
84 Month	3902442998	20.0122.05
96 Month	3960944499	20.3122.82
108 Month	4020346001	20.6223.59

UNIT SUPERVISOR

Start	35408	18.16
12 Month	37258	19.11
24 Month	3777038025	19.3719.50
36 Month	3841039800	19.7020.41
48 Month	3929841340	20.1521.20
60 Month	4003542920	20.5322.01
72 Month	4082944441	20.9422.79
84 Month	4175546001	21.4123.59
96 Month	4238147619	21.7324.42
108 Month	4301749218	22.0625.24

STAFF DEVELOPMENT COORDINATOR

Start	36064	19.81
12 Month	37984	20.87
24 Month	3850638769	21.1621.30
36 Month	3912440539	21.5022.27
48 Month	4006542149	22.0123.16
60 Month	4081843766	22.4324.05
72 Month	4143045089	22.7624.77
84 Month	4205146337	23.1125.46

EFFECTIVE - OCTOBER 1, 1991

GRADUATE NURSE

Start	31691	16.25
12 Month	33391	17.12
24 Month	34164	17.52
36 Month	35802	18.36
48 Month	37772	19.37
60 Month	39254	20.13
72 Month	40736	20.89
84 Month	42586	21.89
96 Month	44655	22.90
108 Month	46586	23.89

REGISTERED NURSE

Start	32786	16.81
12 Month	34531	17.71
24 Month	35295	18.10
36 Month	36992	18.97
48 Month	39000	20.00
60 Month	40502	20.77
72 Month	42003	21.54
84 Month	43992	22.56
96 Month	46001	23.59
108 Month	48009	24.62

UNIT SUPERVISOR

Start	35408	18.16
12 Month	37258	19.11
24 Month	38025	19.50
36 Month	39800	20.41
48 Month	41886	21.48
60 Month	43466	22.29
72 Month	44987	23.07
84 Month	47054	24.13
96 Month	49218	25.24
108 Month	51363	26.34

STAFF DEVELOPMENT COORDINATOR

Start	36064	19.81
12 Month	37984	20.87
24 Month	38769	21.30
36 Month	40539	22.27
48 Month	42708	23.47
60 Month	44327	24.36
72 Month	45631	25.07
84 Month	47411	26.05

EFFECTIVE APRIL 1, 1992

GRADUATE NURSE

Start	31691	16.25
12 Month	33391	17.12
24 Month	34847	17.87
36 Month	36777	18.86
48 Month	38727	19.86
60 Month	40716	20.88
72 Month	43154	22.13
84 Month	45611	23.39
96 Month	48048	24.64
108 Month	50466	25.88

REGISTERED NURSE

Start	32786	16.81
12 Month	34531	17.71
24 Month	35997	18.46
36 Month	38006	19.49
48 Month	39995	20.51
60 Month	42003	21.54
72 Month	44499	22.82
84 Month	46995	24.10
96 Month	49491	25.38
108 Month	52007	26.67

UNIT SUPERVISOR

Start	35408	18.16
12 Month	37258	19.11
24 Month	38786	19.89
36 Month	40892	20.97
48 Month	42959	22.03
60 Month	45084	23.12
72 Month	47658	24.44
84 Month	50271	25.78
96 Month	52962	27.16
108 Month	55634	28.53

STAFF DEVELOPMENT COORDINATOR

Start	36064	19.81
12 Month	37984	20.87
24 Month	39537	21.72
36 Month	41642	22.88
48 Month	43807	24.07
60 Month	45973	25.26
72 Month	48339	26.56
84 Month	50651	27.83

APPENDIX "A"

PART TIME NURSES*

EFFECTIVE - APRIL 1, 1990-1991

GRADUATE NURSE

	<u>Daily</u>	<u>Hourly</u>
Start	138.99	18.53
1500 Hours	146.45	19.53
3000 Hours	148.76 149.80	19.83 19.97
4500 Hours	151.43 156.98	20.19 20.93
6000 Hours	155.45 163.50	20.73 21.80
7500 Hours	158.55 169.95	21.14 22.66
9000 Hours	162.10 176.48	21.61 23.53
10500 Hours	166.02 183.00	22.14 24.40
12000 Hours	168.50 189.38	22.47 25.25
13500 Hours	171.09 195.68	22.81 26.09

REGISTERED NURSE

Start	143.70	19.16
1500 Hours	151.43	20.19
3000 Hours	153.74 154.73	20.50 20.63
4500 Hours	156.50 162.23	20.87 21.63
6000 Hours	160.41 168.75	21.39 22.50
7500 Hours	163.65 175.35	21.82 23.38
9000 Hours	167.17 181.95	22.29 24.26
10500 Hours	171.08 188.55	22.81 25.14
12000 Hours	173.66 195.08	23.15 26.01
13500 Hours	176.30 201.68	23.51 26.89

UNIT SUPERVISOR

Start	155.25	20.70
1500 Hours	163.34	21.78
3000 Hours	165.57 166.73	22.08 22.23
4500 Hours	168.42 174.53	22.46 23.27
6000 Hours'	172.33 181.28	22.98 24.17
7500 Hours	175.53 188.18	23.40 25.09
9000 Hours	178.99 194.85	23.87 25.98
10500 Hours	183.08 201.68	24.41 26.89
12000 Hours	185.85 208.80	24.78 27.84
13500 Hours	188.61 215.78	25.15 28.77

EFFECTIVE OCTOBER 1, 1991GRADUATE NURSE

Start	138.99	18.53
1500 Hours	146.45	19.53
3000 Hours	149.80	19.97
4500 Hours	156.98	20.93
6000 Hours	165.60	22.08
7500 Hours	172.13	22.95
9000 Hours	178.58	23.81
10500 Hours	187.13	24.95
12000 Hours	195.83	26.11
13500 Hours	204.23	27.23

REGISTERED NURSE

Start	143.70	19.16
1500 Hours	151.43	20.19
3000 Hours	154.73	20.63
4500 Hours	162.23	21.63
6000 Hours	171.00	22.80
7500 Hours	177.60	23.68
9000 Hours	184.20	24.56
10500 Hours	192.90	25.72
12000 Hours	201.68	26.89
13500 Hours	210.53	28.07

UNIT SUPERVISOR

Start	155.25	20.70
1500 Hours	163.34	21.78
3000 Hours	166.73	22.23
4500 Hours	174.53	23.27
6000 Hours	183.68	24.49
7500 Hours	190.58	25.41
9000 Hours	197.25	26.30
10500 Hours	206.33	27.51
12000 Hours	215.78	28.77
13500 Hours	225.23	30.03

EFFECTIVE APRIL 1, 1992

GRADUATE NURSE

Start	138.99	18.53
1500 Hours	146.45	19.53
3000 Hours	152.78	20.37
4500 Hours	161.25	21.50
6000 Hours	169.80	22.64
7500 Hours	178.50	23.80
9000 Hours	189.23	25.23
10500 Hours	199.95	26.66
12000 Hours	210.68	28.09
13500 Hours	221.25	29.50

REGISTERED NURSE

Start	143.70	19.16
1500 Hours	151.43	20.19
3000 Hours	157.80	21.04
4500 Hours	166.65	22.22
6000 Hours	175.35	23.38
7500 Hours	184.20	24.56
9000 Hours	195.08	26.01
10500 Hours	206.03	27.47
12000 Hours	216.98	28.93
13500 Hours	228.00	30.40

UNIT SUPERVISOR

Start	155.25	20.70
1500 Hours	163.34	21.78
3000 Hours	170.03	22.67
4500 Hours	179.33	23.91
6000 Hours	188.33	25.11
7500 Hours	197.70	26.36
9000 Hours	208.95	27.86
10500 Hours	220.43	29.39
12000 Hours	232.20	30.96
13500 Hours	243.90	32.52

*Included in the compensation for a part-time nurse shown on Appendix "A" is an amount of 14% in lieu of fringe benefits being those benefits to a nurse paid in whole or in part by the Home as part of direct compensation or otherwise, save and except salary, vacation pay, tour differentials, standby pay, call back guarantee, responsibility allowance, court attendance, bereavement pay, reporting pay, holiday pay, and educational bonus,

Part-time employees hired after January 1, 1980 shall not receive sick leave on a pro rata basis, Those part-time nurses hired before January 1, 1980, who convert to a percentage in lieu of fringe benefits shall have their sick leave credits frozen, These nurses may use their sick leave until exhausted. Part-time nurses shall be covered by Article 20.00 and at the rate in effect December 31, 1979, on termination of employment.

APPENDIX B

ROSTER OF CHAIRPERSONS

Professional Responsibility Assessment Committee

1. Ms. M. Elizabeth Ada
Dean, School of Health Sciences
Algonquin College of Applied Arts
and Technology, Rideau Campus
200 Lees Avenue, Room C112
Ottawa, Ontario
K1S 0C5

2. Mrs. Pat Morden
Director of Resident Care
Shalom Village
70 Macklin Street North
Hamilton, Ontario
L8S 3S1

3. Ms. Anne Ollikainen
Administrator
Cedarbrook Lodge
520 Markham Road
Scarborough, Ontario
M1H 3A1

The selection of the Chairperson shall be in rotation and by numerical order commencing with number 1 above.

APPENDIX D

LETTER OF UNDERSTANDING

PRE-PAID LEAVE

The Employer agrees to implement a pre-paid leave plan, commonly referred to as a 4/5 plan, in accordance with the attached framework. The parties agree that item (c) the maximum number of nurses that may be absent at any one time is still to be resolved. Further, under item (h) the issue as to whether GLI and LTD benefits which may be payable during the five (5) year period are to be based on eighty percent (80%) or one hundred percent (100%) of salary is to be resolved. The issue of liability under item (n) is still to be resolved.

E. Shaw
Director of Human Resources

and

Elizabeth Dewar
Employment Relations Officer

Attachment .

August 1990

PRE-PAID LEAVE

The Employer agrees to provide a pre-paid leave programme, funded solely by the nurse, subject to the following items and conditions:

- (a) The plan is available to nurses wishing to spread four (4) year's salary over a five (5) year period, in accordance with Income Tax Regulations, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The nurse must make written application to the Director of Nursing at least six (6) months prior to the intended commencement date of the programme (i.e. salary deferral portion), stating the intended purpose of the leave,
- (c) The maximum number of nurses that may be absent at any one time shall be _____
- (d) Leaves requested for the purpose of pursuing further nursing education will be given priority. Leaves **for** other purposes will be dealt with on the basis of seniority.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the nurse's gross annual earnings will be deducted and held **for** the nurse and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- (f) Interest on the deferred salary shall be calculated on the basis of the one year bank term deposit rate as it varies from month to month on the accruing balance. Interest will continue to accrue on the unpaid balance to the benefit of the nurse.
- (g) All deferred salary plus accrued interest shall be paid to the nurse **in** a manner that is mutually agreed upon by the nurse and the Employer.
- (h) The following benefits will be maintained by the Employer during the period of leave, for full time nurses subject to the nurse agreeing to reimburse the Employer for all applicable premiums:
 - OHIP
 - Extended Health Care
 - Supplementary Semi-Private Hospital Coverage
 - Group Life Insurance
 - Dental
 - Long Term Disability
- (i) Sick pay under Article 19.0 of the Collective Agreement is not payable during the period **of** leave,

- (j) Contributions to OMERS during the five (5) year period will be required by OMERS regulations.
- (k) Seniority shall be maintained and will accumulate during the year of leave,
- (l) If a nurse gives notice of withdrawal from the Plan or dies prior to going on leave, the full amount of salary and accrued interest shall be payable to the nurse or her estate within a reasonable period of time,
- (m) The nurse will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (n) The Employer assumes no responsibility for any consequences arising out of a nurse's participation in the Plan related to OMERS, CPP, UIC, or Revenue Canada.

August 1989